

RECORDATION NO. 8121-C  
NOV 17 1975 - 1 55 PM  
INTERSTATE COMMERCE COMMISSION

Executed in 9 counterparts  
of which this is counterpart  
No. 8

ASSIGNMENT AND AGREEMENT, dated as of November 1, 1975, between GSCX SECOND EQUIPMENT CORPORATION, a Pennsylvania corporation (the "Nominee"), and GREENVILLE STEEL CAR COMPANY, an Ohio corporation (the "Company").

WHEREAS the Nominee proposes to enter into and/or be a party to the following:

(i) a Lease of Equipment dated as of November 1, 1975 (the "Lease"), with the lessee named therein (the "Lessee"), providing for the lease of certain units of equipment as described therein ("Equipment") to the Lessee;

(ii) a Purchase Agreement dated as of November 1, 1975, with one or more institutional investors (as set forth therein) (the "Purchase Agreement") providing for the sale and purchase of equipment trust certificates;

(iii) an Equipment Trust and Security Agreement dated as of November 1, 1975 (the "Equipment Trust Agreement"), with Mellon Bank, N.A., as Trustee (the "Trustee");

(iv) a Collateral Assignment of Lease and Agreement dated as of November 1, 1975 (the "Collateral Assignment"), with the Trustee, providing security for the obligations of the Nominee under the Equipment Trust Agreement; and

(v) any other documents, instruments and agreements referred to in, or to be executed in connection with, any or all of the aforesaid agreements or referred to in, or to be executed in connection with, the documents, instruments and agreements referred to therein, including any amendments and/or supplements to any of the foregoing (the "Other Documents");

WHEREAS the Nominee, in taking title to the Equipment, in leasing the Equipment pursuant to the Lease and in executing the Purchase Agreement, the Lease, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents in connection therewith, will be acting solely as nominee for the Company pursuant to a Nominee Agreement, dated as of the date hereof (the "Nominee Agreement"), between the Nominee and the Company, a copy of which is attached hereto

as Exhibit A, the Company to be the owner of the entire interest of the Nominee in and to the Equipment, the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, all in so far as they relate to the Equipment; and

WHEREAS none of the Equipment has as yet been delivered under or pursuant to the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment and/or the Other Documents.

NOW, THEREFORE, this Assignment and Agreement witnesseth: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Company to the Nominee, the receipt of which is hereby acknowledged, as well as the mutual covenants herein and in the Nominee Agreement contained, the Nominee and the Company do hereby declare, acknowledge and agree as follows:

1. The Nominee hereby assigns, transfers, sets over and confirms unto the Company, its successors and assigns, subject, however, to the rights and remedies of the Trustee under the Equipment Trust Agreement and the Collateral Assignment:

(a) all the right, title and interest of the Nominee in and to the Equipment; and

(b) all the right, title and interest of the Nominee in and to, and all the rights, powers, privileges and remedies of the Nominee under the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, all in so far as they relate to the Equipment.

2. It is understood and agreed (i) that the Company or any agent acting for the Company assume no obligations or liabilities of the nominee under or in connection with the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment or the Other Documents or any document, instrument, agreement, certificate or other paper referred to in or contemplated by any of the foregoing, such obligations or liabilities being and remaining solely corporate obligations and liabilities of the Nominee in respect of which the Company or any agent acting for the Company shall have no obligations or liabilities whatsoever except to the Nominee and then only to the extent specific-

ally provided in Paragraph 8 of the Nominee Agreement, and (ii) that the Nominee will not agree to any change, amendment, modification, waiver, substitution, cancelation or replacement of any terms or provisions of the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment or any of the Other Documents or take or omit to take any action which has the effect of accomplishing the foregoing, unless the prior written consent of the Company with respect thereto is obtained and then only to the extent so specified in such consent.

3. Without the prior written consent of the Company, the Nominee will not take any action whatsoever, or suffer any such action to be taken, to amend, modify or change in any way any provision of its Articles of Incorporation or By-laws but will take all such action as may be necessary to maintain and preserve its corporate existence and the right to carry on its business and will procure all necessary renewals and extensions thereof, use its best efforts to maintain, preserve and renew all rights, powers and privileges and franchises essential to the conduct of such business and comply with all applicable laws, statutes and regulations to which it is subject. In the event that it is necessary to amend the Articles of Incorporation or By-laws of the Nominee in order to comply with the affirmative covenant hereinbefore stated in the immediately preceding sentence, the Nominee will notify the Company of this fact forthwith upon obtaining knowledge of the same.

4. The Nominee will promptly and duly execute and deliver to the Company or to such corporation or corporations or person or persons as the Company may designate such further documents and assurances and take such further action as may be necessary or advisable or as the Company may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Assignment and Agreement and to establish and protect the Company's title to the Equipment and the ownership rights and all other rights and interests granted and assigned or intended to be granted and assigned to the Company hereunder, including (without limitation), if necessary or advisable or if requested by the Company, at the expense of the Nominee, the execution, delivery, filing, registration and/or recording of this Assignment and Agreement and/or one or more financing statements or continuation statements relating hereto in such office or offices as the Company in its sole discretion may determine and wherever required or permitted by law for the proper protection of the Company's title to the Equipment and the preservation

and protection of the rights and interests granted and assigned to the Company hereunder. The Nominee hereby irrevocably authorizes the Company to file at any time and from time to time one or more financing statements or continuation statements without the Nominee's signature indicating the Company's ownership interest in the Equipment and all other rights and interests granted and assigned to the Company hereunder.

5. When the Nominee has entered into and/or become a party to the agreements referred to in parts (i) through (iv) of the first WHEREAS clause above, the Nominee will promptly execute a Confirmatory Assignment and Agreement with respect thereto, in form and substance satisfactory to the Company, and deliver same to the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Agreement as of the date or dates of the acknowledgments annexed hereto.

GSCX SECOND EQUIPMENT CORPORATION,

by

*JAM Amity*  
President

[Corporate Seal]

Attest:

*J. H. ...*  
Secretary

GREENVILLE STEEL CAR COMPANY,

by

*G. F. Sandy*  
President

[Corporate Seal]

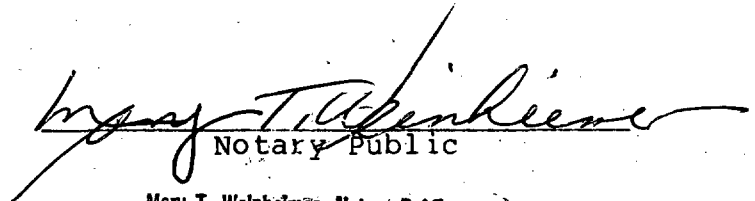
Attest:

*W. P. Hackney*  
Secretary

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF ALLEGHENY , )

On this *13<sup>th</sup>* day of *NOVEMBER* 1975, before me personally appeared *J. H. McANULTY*, to me personally known, who, being by me duly sworn, says that he is President of GSCX SECOND EQUIPMENT CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

  
Notary Public

Mary T. Weinheimer, Notary Public  
Pittsburgh, Allegheny County, Pennsylvania  
My Commission Expires January 24, 1978

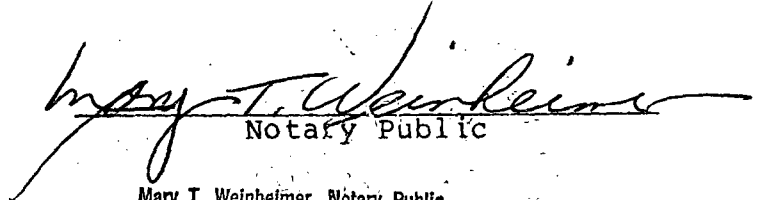
COMMONWEALTH OF PENNSYLVANIA, )

) SS.:

COUNTY OF ALLEGHENY , )

On this 13<sup>th</sup> day of NOVEMBER 1975, before me personally appeared A.F. SAROSDY, to me personally known, who, being by me duly sworn, says that he is the President of GREENVILLE STEEL CAR COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

  
Notary Public

Mary T. Weinheimer, Notary Public  
Pittsburgh, Allegheny County, Pennsylvania  
My Commission Expires January 24, 1978 -

NOMINEE AGREEMENT dated as of November 1, 1975, between GSCX SECOND EQUIPMENT CORPORATION, a Pennsylvania corporation (the "Nominee"), and GREENVILLE STEEL CAR COMPANY, an Ohio corporation (the "Company").

The Nominee proposes to enter into and/or be a party to the following:

(i) a Lease of Equipment dated as of November 1, 1975 (the "Lease"), with the lessee named therein (the "Lessee"), the form of which has been approved by the parties hereto, providing for the lease of certain units of equipment as described therein ("Equipment") to the Lessee;

(ii) a Purchase Agreement dated as of November 1, 1975, with one or more institutional investors (as set forth therein) (the "Purchase Agreement") providing for the sale and purchase of equipment trust certificates;

(iii) an Equipment Trust and Security Agreement dated as of November 1, 1975 (the "Equipment Trust Agreement"), with Mellon Bank, N.A., as Trustee (the "Trustee");

(iv) a Collateral Assignment of Lease and Agreement dated as of November 1, 1975 (the "Collateral Assignment"), with the Trustee, providing security for the obligations of the Nominee under the Equipment Trust Agreement (said Nominee being therein called the "Corporation");

(v) any other documents, instruments and agreements referred to in, or to be executed in connection with, any or all of the aforesaid agreements or referred to in, or to be executed in connection with, the documents, instruments and agreements referred to therein, including any amendments and/or supplements to any of the foregoing (the "Other Documents"); and

(vi) an Assignment and Agreement dated as of November 1, 1975 (the "Assignment and Agreement"), with the Company, the form of which has been approved by the parties hereto, pursuant to the terms of which the ownership of the entire interest of the Nominee in and to the Equipment and in and to the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, all in so far as they relate to

the Equipment, will be assigned, transferred, set over and confirmed unto the Company.

NOW, THEREFORE, this Nominee Agreement Witnesseth: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Company to the Nominee, the receipt of which is hereby acknowledged, as well as the mutual covenants herein contained, the Nominee and the Company do hereby declare, acknowledge and agree as follows:

1. The Nominee, in taking title to the Equipment, in leasing the Equipment pursuant to the Lease and in executing the Purchase Agreement, the Equipment Trust Agreement, the Lease, the Collateral Assignment and the Other Documents in connection therewith, will act solely as nominee for the Company.

2. All the right, title and interest of the Nominee in and to the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents all in so far as they relate to the Equipment, will, upon their execution and delivery be, and will continue to be, held by the Nominee as nominee for the Company.

3. All the right title and interest of the Nominee in and to the Equipment will be taken and held by the Nominee as nominee for the Company.

4. All rents, issues, profits and other income and receipts which may be received by the Nominee pursuant to the Lease with respect to the Equipment shall at all times be the property of and belong to the Company.

5. All rents, issues, profits and other income and receipts which may be received by the Nominee pursuant to the Lease with respect to the Equipment or by reason of its record ownership of the Equipment will be turned over to the Company at the direction of the Company or to such corporation or corporations or person or persons as the Company may designate.

6. At the request or direction of the Company, the Nominee shall assign and transfer to the Company, or to such corporation or corporations or person or persons as the Company may direct, all the Nominee's right, title and interest in and to the Equipment and, in so far as they relate to the Equipment, the Lease, the Purchase Agreement, the Equipment



Trust Agreement, the Collateral Assignment and the Other Documents; and in connection therewith the Nominee shall execute and deliver to the Company any assignments, bills of sale and such other documents, instruments and agreements as the Company, in its sole discretion, shall deem necessary or appropriate, including but not limited to the Assignment and Agreement; provided, that the Assignment and Agreement and any other such assignment or transfer shall be subject in all respects to the prior rights of the Trustee under the Equipment Trust Agreement and the Collateral Assignment.

7. The Company hereby acknowledges that pursuant to the Assignment and Agreement it shall be the holder of the entire right, title and interest of the Nominee in and to the Equipment and, in so far as they relate to the Equipment, the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents and, subject to the terms and conditions provided in the Assignment and Agreement, does hereby constitute and appoint the Nominee the agent and attorney-in-fact of the Company to execute and deliver all such documents, instruments and agreements as may be required pursuant to the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment, the Other Documents, the Assignment and Agreement and any of the documents, instruments and agreements referred to in Paragraph 6 hereof; provided, that the Company may not revoke said appointment of the Nominee as agent and attorney-in-fact without the prior written consent of the Trustee; and provided further, that all obligations and liabilities (including, without limitation, all obligations and liabilities in respect of indebtedness or the payment of money) under or in connection with the Lease, the Purchase Agreement, the Equipment Trust Certificates referred to in the Equipment Trust Agreement (the "Equipment Trust Certificates"), the Collateral Assignment and the Other Documents, and all documents, instruments, agreements, certificates and papers referred to in and/or contemplated by any of the foregoing, shall be and remain solely corporate obligations and liabilities of the Nominee in respect of which the Company or any agent acting for the Company shall have no liability whatsoever except to the Nominee and then only to the extent specifically provided in Paragraph 8 hereof.

8. The Company hereby agrees to indemnify the Nominee with respect to any liability the Nominee may sustain directly as a result of the guaranty by the Nominee of the principal of and interest on the Equipment Trust

Certificates; provided, however, that the obligation of the Company with respect to such indemnification shall be to the extent only of, and shall be satisfied only from and out of, the Company's right, title and interest in and to the Equipment and the rentals to be paid by the Lessee pursuant to the Lease. Anything contained in this Paragraph 8 or elsewhere in this Agreement to the contrary notwithstanding, (i) the Company shall not be personally liable in any manner whatsoever to the Trustee, the holders of Equipment Trust Certificates or any other person for any sums payable pursuant to the Equipment Trust Certificates or otherwise in connection with the transactions contemplated by the Equipment Trust Agreement or any of the documents, instruments and agreements referred to herein or contemplated hereby or to any other person whatsoever and (ii) the Company shall not be obligated to return or otherwise pay over to the Nominee any rentals paid pursuant to the Lease to the extent received by the Company.

9. The Nominee agrees that upon receipt of any moneys from the Lessee pursuant to the Lease or otherwise in respect of the Equipment, the Equipment Trust Agreement, the Lease or any of the documents, instruments and agreements referred to herein or contemplated hereby, it will forthwith remit same to the Company, Greenville, Pennsylvania 16125 (Attention of Treasurer).

IN WITNESS WHEREOF, the parties hereto have executed this Nominee Agreement as of the date or dates set forth in the acknowledgments annexed hereto.

GSCX SECOND EQUIPMENT CORPORATION,

by

\_\_\_\_\_  
President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

GREENVILLE STEEL CAR COMPANY,

by

\_\_\_\_\_  
President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF ALLEGHENY, )

On this       day of       1975, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is the President of GSCX SECOND EQUIPMENT CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Notary Public

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF ALLEGHENY, )

On this       day of       1975, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is the President of GREENVILLE STEEL CAR COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Notary Public

[Notarial Seal]